

## STATUTORY WARRANTY DEED

JOINT TENANCY WITH RIGHT OF SURVIVORSH1P

CON 100 ALIMOD AS TORE PH CERTIFIED
DUNTY JUDGE OF PROMITE
NO. 113.50

| ECORDING SHOULD BE RETURNED TO:   | SEND TAX NOTICE TO:  Mr. and Mrs. John M. Johnson Clo Lightfoot Franklin, White   |
|---|---|
| P. O. Box 385001  | 3000 Financial Center   |
| irmingham, AL 35238-5001  | Birmingham, AL 35203  |
|   |   |
| HIS STATUTORY WARRANTY DEED is executed and of the state | (TNERSHIP, an Alabama limited partnership ( Oranior ), iii  |
| NOW ALL MEN BY THESE PRESENTS, that for and in  |   |
| Thousand and no/100   |   |
| ollars (\$ 105.000.00 ), in hand paid by Grantees to Cond sufficiency of which are hereby acknowledged by Grantond CONVEY unto Grantees for and during their joint lives here in fee simple, together with every contingent remainds the "Property") situated in Shelby County, Alabama:  | Grantor and other good and valuable consideration, the receipt r, Grantor does by these presents, GRANT, BARGAIN, SELL and upon the death of either of them, then to the survivor of er and right of reversion, the following described real property   |
| Lot 28-A, according to the Resurvey of L<br>Sector, Phase VII, as recorded in Map Bo  | ots 25, 26, 27 and 28, Greystone, First ok 20. Page 54. in the Probate Office   |
| of Shelby County, Alabama.  | CK 19, 10go 31, 11 and 11 and 11  |
| OGETHER WITH the nonexclusive easement to use the literal particularly described in the Greystone Resides lated November 6, 1990 and recorded in Real 317, Page 260 in with all amendments thereto, is hereinafter collectively reference.  | e private roadways, Common Areas and Hugh Daniel Drive, ntial Declaration of Covenants, Conditions and Restrictions the Probate Office of Shelby County, Alabama (which, together erred to as the "Declaration").   |
| The Property is conveyed subject to the following:  | <b>7 000</b>  |
| <ol> <li>Any Dwelling built on the Property shall contain no<br/>in the Declaration, for a single-story house; or 4,500<br/>for multi-story homes.</li> </ol>   | t less than square feet of Living Space, as defined square feet of Living Space, as defined in the Declaration,   |
| 2. Subject to the provisions of Sections 6.04(c), 6.04(d) a following minimum setbacks:   | and 6.05 of the Declaration, the Property shall be subject to the   |
| (i) Front Setback: feet; (ii) Rear Setback: feet; (iii) Side Setbacks: feet.  |   |
| The foregoing setbacks shall be measured from the prop  | serty lines of the Property.  |
| 3. Ad valorem taxes due and payable October 1, 199  | and all subsequent years thereafter.  |
| 4. Fire district dues and library district assessments for  | the current year and all subsequent years thereafter.   |
| <ol><li>Mining and mineral rights not owned by Grantor.</li></ol>   |   |
| <ol><li>All applicable zoning ordinances.</li></ol>   | 1. N. J   |
| <ul><li>7. The easements, restrictions, reservations, covenants, a</li><li>8. All easements, restrictions, reservations, agreements, ri</li></ul>   | agreements and all other terms and provisions of the Declaration.<br>ights-of-way, building setback lines and any other matters of record.  |
| administrators, personal representatives and assigns, tha   | venant and agree for themselves and their heirs, executors, t:  |
| employees, directors, shareholders, partners, mortgagees of any nature on account of loss, damage or injuries to build or any owner, occupants or other person who enters upon future soil, surface and/or subsurface conditions, knownderground mines, tunnels and limestone formations surrounding, adjacent to or in close proximity with the I  |   |
| condominiums, cooperatives, duplexes, zero-lot-line hom<br>"MD" or medium density residential land use classificat  | nt to develop and construct attached and detached townhouses,<br>les and cluster or patio homes on any of the areas indicated as<br>tions on the Development Plan for the Development; and  |
| (iii) The purchase and ownership of the Property shall no successors or assigns of Grantees, to any rights to use or of facilities or amenities to be constructed on the Golf Clu   | t entitle Grantees or the family members, guests, invitees, heirs, therwise enter onto the golf course, clubhouse and other related b Property, as defined in the Declaration.  |
| TO HAVE AND TO HOLD unto the said Grantees, for at<br>then to the survivor of them in fee simple, and to the heirs at<br>remainder and right of reversion.  | nd during their joint lives and upon the death of either of them, and assigns of such survivor forever, together with every contingent  |
| IN WITNESS WHEREOF, the undersigned DANIEL C<br>Statutory Warranty Deed to be executed as of the day and  |   |
|   | DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership   |
|   | By: DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, its General Partner  |
| STATE OF ALABAMA )  | By:   |
| SHELBY COUNTY )   | Its: Sr. Vice Prosident   |
| an Alabama corporation, as General Partner of DANIEL Co   | y, in said state, hereby certify that Stephen R. Mon K.  ALTY INVESTMENT CORPORATION - OAK MOUNTAIN  OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited to is known to me, acknowledged before me on this day that, being ficer and with full authority, executed the same voluntarily on the |

Notary Public

My Commission Expires: \_

1995-25777

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